

## **ARTICLE 27**

### **Miscellaneous Benefits and Expense Reimbursement**

#### **Section 1. Retirement Benefits.**

By virtue of state employment, bargaining unit employees are members of the State Employee's Retirement System, which the parties recognize is regulated entirely by statute. It is not the intent of the parties to alter retirement regulations or entitlements through this contract.

The Employer agrees to supply unit employees with a current copy of the information booklet published by the State which describes the retirement system, upon individual employee request.

#### **Section 2. Tuition Reimbursement.**

Only to the extent that funds have been legislatively appropriated and allocated by the departments, specifically for tuition reimbursement, the Employer agrees to establish a system of tuition reimbursement for employees. The Employer agrees to notify the Union upon request of the amount of money allocated by Department for such purpose and of any changes in such allocation.

Reimbursement shall apply only to the per credit hour cost of tuition and lab fees but shall not apply to miscellaneous fees, books or supplies. Selection among eligible applicants, and proportion of reimbursement shall be determined by the Employer. Employees selected for such tuition reimbursement program shall be reimbursed upon presenting written documentation of successful completion of the course.

Tuition reimbursement shall not be made unless the course pertains to the employee's current occupation. No employee shall receive reimbursement for more than one course in any one semester or term, except that employees in the Department of Transportation shall be reimbursed in accordance with provisions of Guidance Document 10138 Dated 01/01/04.

The procedures to be used for application, approval and verification of successful completion shall be established by Departments. The Employer agrees that any system adopted will attempt to treat similarly situated employees fairly.

The provisions of this Article shall not apply in those cases where the Employer requires employees to take a course(s) as part of their assigned duties.

#### **Section 3. Educational Training Fund.**

Effective October 1, 2008, the Employer shall establish a Technical Unit Educational Training Fund in the amount of \$50,000 to be administered jointly by the Union and the Employer. On October 1, 2009, \$50,000 will be added to the fund. On October 1, 2010, \$50,000 will be added to the fund. Money not used carries over to the next fiscal year.

#### **Section 4. Travel and Moving Expense Reimbursement.**

- A. Those employees covered by the State Standardized Travel Regulations shall be reimbursed for travel expenses for actual expenses incurred, and supported by receipts, up to the maximum amount allowed in accordance with the Standardized Travel Regulations and implementing rules which are in effect on the date(s) of travel

Departmental exceptions previously granted to the Standardized Travel Regulations shall be applicable, unless expressly altered in this Agreement, for actual expenses incurred, as supported by receipts, up to the maximum amount allowed. In those situations where the Employer has not secured the lodging for an employee, employees shall make a reasonable effort to secure lodging at the rates specified below. However, if an employee has not been able to secure lodging at the specified rate, such employee may request reimbursement for the actual amount. Departments shall not unreasonably deny such reimbursement requests nor shall departments unreasonably delay processing the reimbursement.

- B. Relocation expense reimbursement for eligible employees shall be as provided for in Appendix E.

- C. Parking Charges While on State Business: Any employee who must drive their personal vehicle to a State car-pool for the purpose of picking up a State car for official travel shall be reimbursed for the parking of their private vehicles if free parking is not available. Such expense is reimbursable as a regular item of travel expense provided a State vehicle is requisitioned and used on the same day or days. This item is for parking costs that are caused by travel status. There will be no reimbursement for normal everyday parking cost that the employee pays when he/she is not in travel status.

- D. Relocation Expenses MDOT Employees: MDOT employees who accept a promotion and relocate at least 25 miles closer to their official work station shall be eligible for relocation expense reimbursement in accordance with Appendix E of this Agreement.

- E. Eligibility for Subsistence Allowance at Temporary Work Station in the Department of Transportation - Clarification of Distance Requirements:

- (1) "Subsistence" is defined as lodging and meals. Subsistence reimbursement is not authorized at a temporary work station (TWS) within 25 regulation miles of the employee's official work station (OWS).
- (2) Transportation's Modified Travel Regulations (Rev. 10/1/86), Schedule II Field Employees shall regain eligibility for travel subsistence expense reimbursement (first 60 day rate) when the cumulative distance from the employee's "new" temporary work station (TWS) to the employees "original" TWS is equal to or greater than 25 regulation miles.

- (3) In the event an employee regains eligibility for travel subsistence expense reimbursement (first 60 day rate) under paragraph #2, the employee's "new" TWS will be considered an "original" TWS for the purposes of eligibility for travel expense reimbursement under the first 60 day rate.
- (4) Any point (TWS) at which the employee is eligible for travel subsistence reimbursement (first 60 day rate) is an "original" TWS.

**EXAMPLE:** Employee's home and official work station is in Clare:

- a. First TWS is 50 regulation miles from OWS. Eligible for travel subsistence reimbursement for the first 60 days at this TWS. This TWS is now an "original" TWS.
- b. Employee's next TWS is 10 miles away from "original" TWS. Does not regain eligibility for travel subsistence reimbursement at this "new" TWS.
- c. Employee's next "new" TWS is 10 miles away from previous TWS (and 20 miles away from "original" TWS). Does not regain eligibility for travel subsistence reimbursement.
- d. Employee's next "new" TWS is 10 miles away from previous TWS (and 30 miles away from "original" TWS). Does regain eligibility for up to 60 days of travel subsistence reimbursement. This TWS is now an "original" TWS from which further moves will be measured for purposes of this policy.

### **Section 5. MDOT Civil Engineer and Technician Co-op Programs.**

The total number of persons hired and working under these programs at any one time may not exceed 450.

- A. Employees participating in these programs shall be covered by the following provisions of this Agreement:

Article 1; Article 2 (except as Section 1 is modified in this Section); Articles 3, 4, and 5; Article 8, Section 4; Article 9 (with the same rights as other probationary employees); Articles 10 and 11; Articles 14 and 15; Article 17; Articles 19, 20, 21, 22, 23, 24, and 25; Article 27, Section 4; Articles 28 and 29; and all applicable Letters of Understanding, Agreements, or other documents which are part of or pertain to the Contractual Provisions listed herein.

- B. Effective January 1, 1990, the Michigan Department of Transportation will pay a tuition stipend of \$100 for the term or semester that an employee participating in the two year Technician Co-op program is taking classes on a full-time basis. The employee must be enrolled in a program accredited by the Department and maintain

a grade point average of 2.0 to participate in the Technician Co-op program. These payments will be made at the conclusion of the school term or semester.

- C. Upon employment in permanent positions within the Technical Unit with the Department of Transportation, participants in the Civil Engineer or Technician Co-op programs shall have their previous employment in the Co-op programs credited as continuous service hours under Article 12 of this Agreement.
- D. These co-op positions shall not be filled at any work site where there are permanent Construction Aide or Construction Tech employees on involuntary layoff or involuntary reduction in hours until and unless such permanent employees have been offered recall.
- E. No permanent Construction Aide or Construction Tech employee shall be involuntarily laid off at any work site where these co-op employees remain employed.
- F. If permanent Construction Aide or Construction Tech employees are placed on involuntary hours reduction at any work site where these co-op employees are employed, such co-op employees shall participate fully and equally in such hours reduction.
- G. Overtime at a project site shall be first offered to permanent employees before it is offered to co-op employees.

#### **Section 6. VDT/CRT Prescription Lenses/Frames Benefit.**

Effective October 1, 1989, VDT/CRT operators who, while operating a VDT/CRT, require prescription corrective lenses which are different than those normally used, shall be eligible for reimbursement for lenses and frames on an annual basis at the rates provided herein. Such reimbursement shall be made by the departmental employer. The lenses and frames are in addition to those provided under the vision care insurance. In order to be eligible for this additional reimbursement, employees must utilize a VDT/CRT more than 50% of the time.

#### **Section 7. Qualified 401(k) Tax-Sheltered Plan.**

Employees in this Bargaining Unit shall be eligible to participate in a qualified 401(k) tax-sheltered plan.

#### **Section 8. Limited Term Appointments.**

When an employee has been in the same limited term appointment for 4,160 continuous service hours, the employee shall be made permanent, unless the employee is working in a project which has an established ending date. This provision shall not apply in the case of a continuing state classified employee who accepts an appointment to a limited term position, except as specified in Article 13, Section 1.b.

### **Section 9. Payroll Deductions and Remittance for Michigan Educational Trust.**

The parties recognize that the State has offered state employees the opportunity for payroll deduction in conjunction with individual employee's participation in the Michigan Educational Trust (M.E.T.) Program . Members of the Bargaining Unit who are M.E.T. participants will be offered the opportunity to individually initiate enrollment in such state program.

It is understood that initiation and continuation of the M.E.T. payroll deduction program is subject to the provisions of applicable statutes and regulations, and will be administered in accordance with such laws and regulations. If either the State or Michigan Education Trust determines to alter, amend, or terminate such M.E.T. payroll deduction program, the State will provide the Technical Unit advance notice and, upon request, meet to review and discuss the reasons for such actions prior to their implementation.

For purposes of administering contractual union security provisions and payroll accounting procedures, it is understood and agreed that such M.E.T. deduction, if and when individually authorized by the employee, will be taken only when the employee has sufficient residual earnings to cover it after deductions for any applicable employee organization membership dues or service fees have been made.

### **Section 10. Pre-Tax Parking/Transportation Benefit.**

The parking/transportation benefit authorized by the internal revenue code allows employees to pay parking or transportation expenses out of pre-tax income under certain circumstances. Taking advantage of the parking/transportation benefit reduces an employee's taxable income, and therefore could slightly reduce the amount of the employee's social security benefit.

1. For bargaining unit employees who pay for parking through payroll deduction, the employer will implement the pre-tax payroll deduction benefit effective with the August 16, 2001 pay date. Prior to implementation, employees will be offered the opportunity to opt out of the benefit (i.e., to continue payroll deduction from after-tax income).
2. As soon as administratively feasible, bargaining unit employees who do not have payroll deduction for parking will be offered the opportunity to establish an account for the purpose of reimbursing out-of-pocket parking expenses. The employee determines the amount of pre-tax income to set aside, and then submits parking receipts for reimbursement from this account.
3. If permitted under the IRS code, the employer will offer the opportunity to establish pre-tax reimbursement accounts to bargaining unit employees who use van pools, buses, or other forms of mass transportation to commute to and from work. Additional research is required to determine whether this benefit can be offered.